Name of Corporate Debtor M/s. Gayatri Projects Limited

Date of commencement of CIRP 15-11-2022 List of Creditors as on 21-06-2024

List of secured financial creditors (other than financial creditors belonging to any class of creditors)

(Amt. in Rs.)

SI. Name of creditor Details of claim			n received	Details of claim admitted					Amount of contingent claim	Amount of any mutual dues, that may be	Amount of claim	Amount of claim under	Remarks/ Security	
110.		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by security interest	Amount covered by guarantee	Whether related party?	% voting share in CoC	Cann	set-off (Ref. Note 1 below)	not admitte d	verificati on	Interest
	leral Bank Limited	25-11-2022	19,01,09,232	19,01,09,232	Financial Debt	19,01,09,232	19,01,09,232		0.23	-	-	-	-	Ref. Exhibit -1 for security
2 IDB	3I Bank Ltd	29-11-2022	5,51,60,85,312	5,51,60,85,312	Financial Debt	5,51,60,85,312	5,51,60,85,312	NO	6.64	-	-	-	-	interest
3 Can	nara Bank Ltd	30-11-2022	16,91,28,36,971	16,91,28,36,971	Financial Debt	16,91,28,36,971	16,91,28,36,971	NO	20.35	-	9,03,311	-	-	
	te Bank of India	01-12-2022	2,44,86,36,694	2,44,86,36,694	Financial Debt	2,44,86,36,694	2,44,86,36,694	NO	2.95	-	-	-	-	
	ion Bank of India	01-12-2022	4,75,57,79,521	4,75,57,79,521	Financial Debt	4,75,57,79,521	4,75,57,79,521	NO	5.72	-	60,61,014	-	-	
6 Ban	nk of Baroda	30-11-2022	13,82,42,93,623	13,82,42,93,623	Financial Debt	13,82,42,93,623	13,82,42,93,623	NO	16.63	-	2,48,77,691	-	-	
	ian Overseas Bank	01-12-2022	3,54,50,14,352	3,54,50,14,352	Financial Debt	3,54,50,14,352	3,54,50,14,352	NO	4.27	-	-	-	-	
8 Pun	njab National Bank	01-12-2022	5,43,46,12,086	5,43,46,12,086	Financial Debt	5,58,16,12,086	5,58,16,12,086	NO	6.54	-	-	-	-	Ref. note no. 2 given below
Lim	EI Equipment Finance nited	01-12-2022	1,32,02,61,600	1,32,02,61,600	Financial Debt	1,32,02,61,600	68,65,38,315	NO	1.59	-	-	-	-	Revised claim filed on 13-02- 2023
10 IL&	&FS Financial Services	01-12-2022	68,19,01,089	68,19,01,089	Financial Debt	68,19,01,089	-	NO	0.82	-	-	-	-	
	a Motors Finance Limited	12-12-2022	4,13,48,421	4,13,48,421	Financial Debt	4,13,48,421	4,13,48,421	NO	0.05					
	nk of Maharashtra	23-12-2022		67,10,89,984	Financial Debt	67,10,89,984	67,10,89,984		0.81					
	ndaram Finance Limited	02-02-2023	1,85,31,109	1,85,31,109	Financial Debt	1,85,31,109	-	NO	0.02					
1	kal Loan India Private nited	12-08-2023	6,83,954	6,83,954	Financial Debt	6,83,954	-	NO	0.00					
Total		55,36,11,83,948	55,36,11,83,948		55,50,81,83,948	54,17,33,44,511		66.61	-	3,18,42,016	-	_		

#### Notes:

<sup>1.</sup> Amount under Mutual Dues, that may be set-off, is as per the Books of the CD in respect of margin money lying with the banks towards BGs plus any other amounts as mentioned in the claim form.

<sup>2.</sup> Vide email dated 31.05.2024, PNB has informed that it has recovered Rs. 14.70 Crores from the sale of third party collateral security. Therefore, the claim amount is reduced to the extent of recovery made from third party collateral

<sup>3.</sup> Claim is revised vide letter dated 11.08.2023 & 24.05.2024, resulting in reduction of claim due to recovery from third party collateral security

# Security Interest of the Financial Creditors of Gayatri Projects Limited ("GPL" or "CD") (under CIRP)

#### **Consortium Lenders means the following lenders:**

Sr.	List of Consortium Lenders					
No.						
1.	Bank of Baroda					
2.	Bank of Maharashtra					
3.	Canara Bank					
4.	IDBI Bank Limited (IDBI)					
5.	Indian Overseas Bank (IOB)					
6.	The Federal Bank					
7.	Punjab National Bank (PNB)					
8.	State Bank of India (SBI)					
9.	Union Bank of India					

### A. Pari – Passu Charge on assets of the CD:

- 1. Vide Hypothecation Agreement dated 09.11.2020 between GPL and IDBI Trusteeship Services Limited (acting on behalf of consortium of lenders) ("IDBI Trusteeship"), first Pari-Passu charge is created in respect of the following assets of GPL in favour of IDBI Trusteeship Limited acting on behalf of the Consortium Lenders:
  - a. Entire unencumbered fixed assets, both present and future including but not limited plant and machineries and all rights, titles and interests in relation to the Insurance Contracts pertaining thereto.
  - b. Entire current assets such as inventory, construction material, book debts both current and future (excluding the current assets pertaining to Panikoli Rimoli Project specifically charged to Syndicate Bank under project specific limits) with all the rights, titles and interests thereto, both present and future

- Further, in pursuance of the MRA as amended/ modified for the consideration aforesaid, the Borrower doth hereby hypothecate and create charge over its entire Current Assets such as inventory construction material, book debts both current and future (excluding the current assets pertaining to Panikoli Rimoli Project, charged to Syndicate Bank) with all the rights, tiles and interests thereto, both present and future (hereinafter collectively referred to as "the Second Hypothecated Assets"); as and by way of
  - a) First charge in favour of the Security Trustee, as security for the due payment, repayment or reimbursement, as the case may be, of Facility A (RTL to the extent of Rs. 60 crores granted by IDBI), Facility E (FB-WC), Facility F (NFB-WC), Facility G (COVID CECL), Facility H (COVID FITL), Facility I (Arbitration BG) to the extent of the sub-limits of Facility C, D and F, all as stipulated in the Schedule II hereto together with all interest, liquidated damages, premia on redemption, costs, expenses and other monies whatsoever in connection therewith.
  - b) Second charge in favour of the Security Trustee, as security for the due payment, repayment or reimbursement, as the case may be, of the Facilities comprising of Facility C (WCTL) and Facility D (FITL) stipulated in Schedule II, together with all interest, liquidated damages, premia on redemption, costs, expenses and other monies whatsoever in connection therewith.
- c. Fixed deposit of Rs. 0.37 Crores alongwith interest accrued thereon from time to time;
- d. Hypothecation/Assignment of Arbitration Claims of Rs. 147.27 Crores alongwith future arbitration claims awarded to GPL

#### 2. Pledge of shares/securities by GPL:

As per the 7<sup>th</sup> amendment to agreement for pledge of shares, the CD has pledged following shares/securities in favour of IDBI Trusteeship Services Limited acting on behalf of the Consortium Lenders:

- a. Pledge of 7,82,87,796 CCCPS of Gayatri Hi-tech Hotels Limited held by GPL
- b. Pledge of 48,27,482 Equity Shares of <u>Gayatri Energy Ventures Private Limited</u> held by GPL
- c. Pledge of 16,77,00,300 9% Non- Convertible Redeemable Preferential shares in **Gayatri Highways Limited** held by GPL

#### B. Pari – Passu Charge on Third Party Securities:

#### I. Properties of the Promoters and promoter group companies of the CD:

As per the Memorandum of Entry dated 09.11.2020, pari-passu charge on the following properties is created in favour of IDBI Trusteeship Services Limited acting on behalf of the Consortium Lenders:

- 1. House No.6-3-249/5/A, Road No.1, Banjara Hills, Hyderabad in the name of Sri T. Subbarami Reddy.
- 2. House property No.8-2-331/12/A, Plot Nos.5&8, situated at Road No.3, Banjara Hills, Hyderabad in the name of the Sri T.V. Sandeep Kumar Reddy.
- 3. Commercial lands in survey nos. 874, 875 880 and building No 11-52 to 56, to the extent of Ac 5.22 guntas in and Taluk, Medchal Village Rangareddy District in the name of Sri T.V.Sandeep Kumar Reddy.

- 4. Commercial Land & Buildings in survey nos. 875&880 part, to the extent of Ac 3.08 guntasin Medchal Village and Taluk, Rangareddy District, in the name of Sri T.V.Sandeep Kumar Reddy.
- 5. Commercial lands in survey nos. 875 & Part 880, to the extent of Ac 4.35 guntas in Medchal Village and Taluk, Rangareddy District, in the name of Sri T.V.Sandeep Kmar Reddy.
- 6. Commercial complex situated in survey nos, 106, 106A (old), bearing house nos.1-7-1, 1/1, 1/2, 1/3 in 4125 sq. yards at Sardar Patel Road, Secunderabad in the name of Sri T. Subbarami Reddy.
- 7. Open Land admeasuring 5 Acrs and 9 Guntas in Sy.No.381 situated at Maheshwaram Village, Maheshwaram Mandal, RR District in the name of Mr. G. Sivakumar Reddy.
- 8. Commercial Flat No.1001 (House No.6-3-1187/1001) admeasuring 2125 sq. ft. situated in Srinivasa Towers, Begumpet, Hyderabad in the name of Smt. G. Sulochanamma.
- 9. Guest House property situated at 7-8- 10/1, T.S.No.1011, Block No.39, measuring 1742 sq. yards in Waltair Ward of Visakhapatnam Municipality in the name of M/s T.Gayatri Engineering Company Private Limited.
- 10. House Property in survey no. OS No.129/69,R.S.No.281,T.S.No.27,28,29 in Plot No.C in (B) M.C.H.No.8-2-618/1, measuring 978.75 sq. yards situated in road No. 11, Banjara Hills, Hyderabad in the name of the Smt. T. Sarita Reddy.
- 11. Commercial complex in House No.9-1- 77 (old No.31) measuring 854 sq. yards, situated in Sarojini Devi Road, Secunderabad in the names of Smt. J.Susheela, T. Sarita Reddy and J.Anita Reddy (through GPA holder Sri J.Brijmohan Reddy).
- 12. Commercial complex at Municipal no.6- 3-1090, TSR Towers, Rajbhavan Road, 5028 Somajiguda, Hyderabad in sq.yds, in the name of M/s Deep Enterprises (now changed to Deep Corporation Private Limited)
- 13. Plot in survey no. T.S.No.2(P) and 3(P), Plot No.39, Block-F, Ward No.9, ofShaikpet Village, Golkonda Mandal, Jubilee Hills, Hyderabad District, covered in M. C.H. Ward No.8, Block No.2, measuring 1180 sq. mtrs (1411.28 Sq. yards) in the name of Sri T.V.Sandeep Kumar Reddy.
- 14. Land measuring 987 sq. yards along no.30-15- with house bearing 76, situated at Bhanu Street, Daba Gardens, Visakhapatnam in the name of M/s Deep Enterprises now merged with M/s T.V.Sandeep Kumar Reddy and others represented by Mr.T.V. Sandeep Kumar Reddy.
- 15. Land measuring 599.60 sq. with terrace in house bearing 30-15-76 situated at Bhanu Street, Daba Gardens, Visakhapatnam in the name of Sri T.V. Sandeep Kumar Reddy
- 16. All that the non-agricultural land admeasuring Ac.12-30 guntas covered by S.Nos.17/A, 17/Aa, 17/E and 127/A, 127/Aa and 127/E to an extent of Ac.4-12 guntas and Ac.8-18 guntas situated at Kangara Kalan village, Ibrahimpatnam Mandal, Ranga Reddy District together with all buildings and structures standing thereon or to be erected hereafter and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future, in the name of M/s. Deep Land Holdings Private Ltd.

#### **II.** Corporate/Personal Guarantees:

- 1. Mr. Sandeep Kumar Reddy
- 2. Mrs. Thikkavarapu Indira Reddy
- 3. Mr. Thikkavarapu Subbarami Reddy
- 4. Mr. Jenna Brij Mohan Reddy
- 5. Mrs. Jenna Susheela Reddy
- 6. Mrs. D Anitha Reddy
- 7. Mr. Sivakumar Reddy Gunupati
- 8. Mrs. Sulochanamma Gunupati
- 9. Mrs. Jenna Saritha Reddy

10. M/s. T. Gayatri Engineering Private Ltd

- 11. M/s. Deep Land Holdings Private Limited
- 12. M/s. Deep Corporation Private Limited

Vide common Personal Guarantee Agreement dated 09.11.2020 in favour of IDBI Trusteeship

Vide common Corporate Guarantee Agreement dated 09.11.2020

# C. Exclusive Charge on Third Party Securities:

Sr. No.	Name of FC	Charge details							
1.	IDBI Bank Ltd	Equitable Mortgage of immovable property (non agricultural land) presently in the name of the group company "Bhandara Thermal Power Corporation Limited" of 601.81 Acres situated at Bhandara District, Maharashtra							
2.	Canara Bank Ltd	Pledged 20 Lakhs shares of GPL in the name of promoters							
3.	Indian Overseas	Exclusive Collateral security to our bank for Term loan of Rs.100.00 Crores  (2nd Charge permitted to United Bank of India)  Lind Valuation Details							
	Bank	Owner of the Property	Property Description	lst Valuation Details	lind Valuation Details				
		1) Siva Devi Urban Properties	44.85 Acres Land at Duskel & Chittanpally village, Farooq Nagar Mandal, Mahbubnagar Dist. AP	Valuation report dated 22.01.2022. FSV of the property is Rs.41.94 Crores	Valuation report dated 26.01.2022. FSV of the property is Rs.40.36 Crores				
		Owner of the Property	Property Description	lst Valuation Details	IInd Valuation Details				
		Owner of the Property 2)*Rajiv Realtors Pvt	50,925 Acres Valuation report Valuation 423 01 2022 26.0		Valuation report dated 26.01.2022. FSV of the				
		Ltd	Dusakel&Chittanpally village, Farooq Nagar Mandal, Mahbubnagar district, AP	is Rs.47.62 Crores.	property is Rs.45.83 Crores				
		3) Rajiv Realtors Pvt Ltd	Acers 79.07 Land at Dusakel&Chittanpally village, Farooq Nagar Mandal, Mahbubnagar district, AP	Valuation report dated 22.01.2022. FSV of the property is Rs.74.52 Crores	Valuation report dated 26.01.2022. FSV of the property is Rs.59.77 Crores				
		4)Indira Constructions	2246.40 sq.yds (2808 sqyrdsless 561.6 sq.yds for internal roads) Nellore Municipal corporation, Nellore.	Valuation report dated 28.02.2022. FSV of the property is Rs.10.02 Crores	Valuation report dated 28.12.19. FSV of the property is Rs.9.55 Crores				
4.	Kakinada	A first charge of equitable mortgage by deposit of title deeds dated							
	Seaports 11.12.2019 by Gayatri Engineering Company bearing Doc no. 4109								
	Limited	of Land Admeasuring Ac 4.16 cens at Matripalem Village, Sabbavaram SRO							

(Note:

- 1. above security details are taken from the respective claim forms and is subject to change based on the verification of relevant/supporting documents
- 2. As per the email received from IOB on 16th August 2023 & 27th May 2024, it has sold property 19.16 Gts & 11.28 Gts land owned by Rajeev Realtors Pvt ltd out of the mortgaged land admeasuring 50.925 Acres which was given as collateral security for the credit facility availed by the CD
- 3. As per the email received from IOB on 27th May 2024, it has sold property 18.34 Gts land owned by Sivadevi Urban Properties out of the mortgaged land to it which was given as collateral security for the credit facility availed by the CD

# D. Exclusive Charge on assets of GPL:

Sr. No.	Name of FC	Charge details							
1.	Canara Bank Ltd	Plant and Machineries charged exclusively to Canara Bank							
2.	Bank of Baroda	Hypothecation charge on specific equipment created out of term loan of BOB							
		vide Loan -Cum- Hypothecation -Cum- Guarantee Agreement dated							
		29.03.2019							
3.	Indian Overseas Bank	Prime Security for our bank term Loan of Rs.100.00 Crores (Outside consortium) - Hypothecation of stocks, Construction material, machinery vehicles (Not charged to any lenders) & book debts on pari-passu basis with other consortium lenders.							
		NORMAL TRANSPORT							
		corporation, Nellore.  Valuation report  Valuation report dated							
		Projects Ltd Projects Ltd  Valluru village, Samarlakota Mandal, East Godavari district,  AC 1-76 gothus Valluru village, Samarlakota Mandal, East Godavari district, Section 28.12.19. FSV of the property is Rs.7.49 crores							
1	IL&FS Financial	Plades agreement dated 22.11.2016, shares of CPU in Coveri In the yeartings							
4.	Services	Pledge agreement dated 22.11.2016, shares of GPL in Gayatri Infra ventures Limited of 12 Lakhs are pledged ( <i>Gayatri Infra Ventures Limited is merged with GPL in November 2017</i> )							
		Pledge agreement between IL&FS and Gayatri Highways Limited an dated 31.10.2017 & 29.03.2018 for pledge of shares							
5.	SREI Equipment	Assets mentioned in the deed of Hypothecation and Asset List as per MCA							
<i>J</i> .	Finance Limited	ROC Charge Form CHG-1 enclosed herewith							
6.	Tata Motors	Hypothecation of Commercial Vehicles financed by Tata Motors Finance							
	Finance Limited	Limited							
7.	Sundaram	Hypothecation of Commercial Vehicles financed by Sundaram Limited (list							
	Finance Limited	given separately)							
8.	Tatkal Loan	Hypothecation on following vehicles:							
	India Private								
	Limited								
		MAKE - Reg. no. MODELNO							
		BOLERO -SLX OD04F9252							
		SCORPIO -S10 OD090009							
		BOLERO -SLX OD04F4567							

(Note: above security details are taken from the respective claim forms and is subject to change based on the verification of relevant/supporting documents)

### **Sundaram Finance Limited- List of commercial vehicles**

S.NO	ASSET	ASSET (Regn. No.)	Amount covered by security interest
1	3 Nos. LEYLAND	JK-02-CB-4257, JK-02-CB-4252, JK-02-CB-4255	22,34,855
2	4 Nos. LEYLAND	JK-02-CB-4258, JK-02-CB- 4254, JK-02-CB-4259, JK-02- CB-4260	38,98,273
3	1 No. MAHINDRA	JK-02-CB-1781	5,40,292
4	2 Nos. MAHINDRA	JK-02-CB-1782, JK-02-CB- 1783	5,77,433
5	2 Nos. MAHINDRA	JK-02-CB-3347, JK-02-CB-3397	4,95,774
6	1 No. SCHWING	3545	14,43,266
7	3 Nos. JAKSON	CJGS18025080 CJGS18024930 CJGS18025215	7,14,364
8	1 No. VOLVO	ES11BAP00050317	9,22,464
9	1 No. SCHWING	8001000500	3,78,689
10	1 No. SCHWING	8001000499	3,68,985
11	1 No. SCHWING	84743110	15,65,781
12	1 No. SCHWING	3001000700	4,85,111
13	1 No. SCHWING	3001000701	4,85,901
14	1 No. SCHWING	10001002646	2,68,529
15	1 No. SCHWING	87401025	2,68,529
16	1 No. SCHWING	10001002645	2,68,529
17	1 No. SCHWING	10001002644	2,68,008
18	2 Nos. JCB	2597880 & 2597918	15,99,842
19	1 No. ACE	E0F160PJ0337580	8,73,942
20	3 Nos. SCHWING	805360400/34352 805360300/34351 805360500/34366	8,72,542